

**CITY OF MIDDLETOWN
PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CONTRACT DOCUMENTS

**BID #2014-033
MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS**

**POLICE DEPARTMENT
Middletown, Connecticut**

BIDS DUE: Wednesday, December 17, 2014 at 11:00 am

**QUESTIONS: CONTACT THE PURCHASING OFFICE IN WRITING
Email: purchase@middletownct.gov
Fax: 860-638-1995**

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2014-033 SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS--POLICE DEPARTMENT

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Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, 06457 will be received until **Wednesday, December 17, 2014 at 11:00 am** for the following:

**BID #2014-033
SERVICE CONTRACT FOR MAINTENANCE OF
TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT**

Work required pursuant to this contract includes furnishing all labor, materials, equipment, and incidentals necessary to complete the maintenance and repairs of the city owned traffic control signals, which consist generally of the following work:

- A. Routine Inspection and maintenance, repairs and adjustments to traffic signals, controller and related components-
- B. Emergency response for accidents and Hazardous conditions

Bidders are requested to perform a site inspection of each location prior to submitting bid.

A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all bids submitted. Performance and Labor and Materials Payment Bond(s) in the amount of 100% of the contract sum shall be required from the selected bidder following award.

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 106**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **12/03/2014**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted sealed in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidder must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall

constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in the Notice of Award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-m, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) contract in the aggregate to the lowest responsible bidder submitting the lowest total cost to provide traffic signal maintenance for the duration of the contract term, combined with the hourly rates to provide regular and emergency service and provided there are sufficient funds available to award the contract. However, the City of Middletown reserves the right to award in whichever way is in the City's best interest.

9. Contract Term - The contract term shall be for a period of three (3) years to commence on or after **January 1, 2015 and terminate December 30, 2017.**

Authorization to renew the contract for each successive contract period shall be based upon an evaluation of the bidder's performance for the prior period as determined by the Police Chief or his/her designee.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing all labor, equipment, materials, mileage to and from repair sites and incidentals necessary to comply with the City's requirements.

11. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Wednesday, December 10, 2014 by 3:00 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided

and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.MiddletownCT.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

12. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for the monthly maintenance fee for that month after which time this contract shall terminate.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

14. Time for Performance -

A. Traffic and pedestrian signal service shall be provided in accordance with the response time specified in the Technical Specifications section of the bid documents.

B. Failure to provide such required traffic and

pedestrian signal services within this response period shall constitute default and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.

C. All excess expenses charged for alternate procurement of defaulted service under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Payment Terms - Prepayment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall submit an itemized invoice to the Police Chief and or his/her designee monthly. The Police Chief shall then review and approve the invoice for payment and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The locations specified represent those municipal traffic and pedestrian signal locations to be serviced pursuant to this contract. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. These quantities

however, are **not guaranteed**.

The City of Middletown shall reserve the right to increase or decrease the locations to be serviced pursuant to this contract or may delete locations at the time the contract is awarded or at any time thereafter without prejudice toward the bid unit prices if to do so is in the City's best interest.

18. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

20. Definition - Annual Service Contract - The annual maintenance service contract for the traffic and pedestrian signals shall be defined to include but shall not be limited to include furnishing **all equipment, replacement parts, labor, and mileage to and from the service location requiring repair**, and any other incidentals necessary to maintain the equipment in good working order throughout the contract term specified.

21. Invoicing - The annual maintenance service contract and system start-up shall be billed monthly. The contractor shall be authorized to provide service upon receipt of a pre-approved purchase order to be generated by the Police Department on an annual basis.

22. Corrections to Bids - Corrections, erasures or changes to the bid must be noted over the signature of the bidder.

23. Firm Pricing - The City of Middletown requires that bidders hold bid pricing firm for the minimum period of twelve (12) months in accordance with the contract term specified herein.

24. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

25. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

26. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstances.

27. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed stamped envelope which may be submitted with the bid or under separate cover.

28. Subcontract - The Bidder awarded this contract shall not subcontract this contract in whole or part without prior written authorization from the City of Middletown.

29. Bidders Qualifications- The City of Middletown may make such investigations as deemed necessary to determine the ability of the bidder to perform under this contract. The bidder shall furnish the City with such information and data as may be required for that purpose. The City shall reserve the right to reject any proposal of any

bidder that fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill their obligations and to complete the terms of the contract. The Bidder shall submit with his/her bid a completed notarized statement of their qualifications on the form included within these specifications.

30. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

31. Americans with Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

32. Definition of Terms - For the purpose of this contract whenever the word bidder occurs it shall refer to the contractor and wherever the word contractor appears it shall refer to the bidder.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

**SECTION 78-8-M BID PREFERENCE FOR LOCAL
VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest

responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

**ARTICLE I--EQUAL OPPORTUNITY IN
EMPLOYMENT.**

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of

Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

- A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names / addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquires and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be

provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All trades workers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be

required of the contractor or whether the contractor should be terminated.

- C. The Purchasing Agent shall provide staff assistance to the committee.
(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract, shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in

its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant

prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in

the facilities that are used.

- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.
(9/7/99, 11/1/2002)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR
(City of Middletown Based Businesses Only)

I, _____ being duly sworn, make affidavit and
Vendor Name

say that I own and operate _____ which is
Business Name and Address

he bona fide principal place of business for _____.
Business Name

Evidence of ownership and principal place of business is may include: (Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____

My Commission Expires: _____

BID 2014-033
SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT

<u>GENERAL SPECIFICATIONS</u>

The City of Middletown will accept bids from licensed qualified Electrical Contractors to provide a three year maintenance service agreement for all City owned traffic and pedestrian signals as shown on the attachment entitled "Traffic and Pedestrian Signal Inventory".

It is the intent of the City to contract with the selected contractor/bidder to provide traffic and pedestrian signal maintenance with fixed unit pricing for a contract term of **three (3) years to commence on or after January 1, 2015 and terminate December 30, 2017.**

<u>TECHNICAL SPECIFICATIONS</u>
--

<u>SCOPE OF WORK</u>

The contractor shall furnish all tools, labor, equipment, materials, mileage costs to and from each service site, and incidentals necessary to inspect and maintain a total of **thirty-eight (38)** various traffic control signals as shown on the attachment.

1. Maintenance Inspection:

All traffic signals listed herein shall be inspected once per each ninety (90) day period or quarterly, for the following type of inspections:

- (2) Semi- Annual Full Function Inspections of every traffic signal and (2) Semi- Annual Visual Inspections of every intersection. Inspection types will alternate quarterly and reports must be furnished to the City at the completion of each inspection.

The following is a basic scope of services but is not indicative of every aspect of the inspections and all the services to be performed under this contract. Services that are considered customary of this scope of work will be included and performed even though not specifically detailed below:

1. Observe controller and related components to assure proper operation.
2. Replace all excessively worn components as required. For the purpose of this contract worn components shall be defined to include all parts required to maintain the signals in good working order with the exception of major components to include terminal boards and controllers. Complete relamping of all units must be performed once per year.
3. Retiming clocks in all controllers in case of power outage.
4. Loop Detector inspection, installation and repair with DOT approved company.
5. The adjustment of "NO TURN ON RED" signs so that they are turned and facing the correct intersections.

2. Inspection Report:

Following each maintenance inspection, a written inspection and maintenance report is to be prepared for documentation. The written inspection/maintenance report should be forwarded within 10 days after the end of each fiscal quarter to the Middletown Police Department Traffic Division, with a carbon copy filed with the Purchasing Office at the following address:

Middletown Police Dept.
Traffic Division
222 Main Street
Middletown CT, 06457

Purchasing Office, Room 112
245 DeKoven Drive
Middletown, CT 06457

3. Parts Inventory:

The successful bidder/contractor shall maintain an inventory of replacement parts to be utilized to service the equipment pursuant to this contract. This inventory shall be maintained in sufficient quantities to replace those parts required for routine maintenance as well those required to replace worn components identified on inspection.

It shall be the bidder's responsibility to maintain an adequate inventory of all replacement parts at all times to minimize any down time that may occur during maintenance and repair operations. The bidder shall at all times endeavor to maintain units fully operational so as to eliminate any downtime from non-functional units.

All replacement parts, whether those used for routine maintenance or for the replacement of excessively worn components, shall be included in the bid unit price for maintenance per month. **Does not include major components (any part over \$250.00 in cost)**

4. Service Log:

The contractor shall maintain a service log specifying all work performed on each and every controller, signal head, and pedestrian signal. This service log **must** include an itemized listing of replacement parts utilized, time and date serviced, and number of service hours performed. This service log shall be available for inspection upon the City's request. The contractor's written service log is to be the property of the City and is to be submitted to the traffic division at the end of each quarter. **Payment will not be issued if service log and inspection reports are not submitted to the City of Middletown.**

5. Bulb Replacement:

The contractor shall supply all bulbs required for traffic and pedestrian signals and shall replace immediately when burned out. The cost of which shall be included in the bid price.

6. Equipment Required:

The contractor shall own or lease in good working order an aerial lift truck to service, maintain, and/or replace components for all traffic and pedestrian signals. The contractor must provide proof of proper registration and insurance of his aerial lift truck with the bid.

7. Response Time:

The contractor shall respond to routine service calls within **twenty-four (24) hours** from notification. Response time for emergency service calls shall be made within **forty-five (45) minutes** from notification.

The contractor shall, at all times, provide a contact phone # or pager# or answering service number available for routine or emergency calls , **and a fax machine and email services. The city of Middletown prefers to communicate through the use of emails for service calls; preference will be given to vendors who have all of the above means of communications**

CBYD- In addition to routine calls, the contractor will be required to mark out wires if possible, etc whenever a C.B.Y.D. requires this service within 48 hours of notification. These calls will be faxed in or email to the contractor and a completion report must be provided to the city to ensure that the service was completed. The City will compensate the vendor with one hour service on an as needed basis.

8. Relamping Pedestrian Heads:

The contractor shall relamp signal and pedestrian heads upon notification. This work shall be completed within twenty-four (24) hours from notification. The cost of which shall be included in the bid price.

9. Cost Reduction:

The contractor must be willing to work with City Police personnel and existing equipment at all times to minimize costs for certain major repair operations whenever possible and to take advantage of any state or cooperative purchasing agreements for the purchase of replacement / new parts.

10. Traffic and Safety:

A. The contractor shall provide, in accordance with the "Manual on Uniform Traffic Control Devices" as published by the Federal Highway Administration such barricades, signs, warnings, police officer and/or flag person, and shall conduct his work in such a manner so that hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Chief of Police or his/her designee, additional precautions or measures should be taken in the interest of public safety, the contractor shall so comply. The contractor is responsible to hire an officer(s) when necessary or deemed by the Chief of Police or designee for emergency repairs, but not for normal maintenance.

B. If the contractor finds it necessary to close a portion of the road to vehicular traffic, the approval of the Public Works Director and Chief of Police or his/her designee shall be obtained. The contractor shall notify the Fire Department and any other concerned agencies of such road closing. Access shall be provided at all times to fire hydrants and precautions shall be taken to prevent freezing of any exposed or partially uncovered water lines.

C. The contractor shall conduct his operation in such a manner so as to minimize any interruption to the normal vehicular and pedestrian flows.

11. Payments:

Adjusted payments will be made to the contractor for any additions or deletions to the locations as listed on the Traffic and Pedestrian Signal Inventory with all adjustments subject to the approval of the Chief of the Middletown Police Department. Adjustments shall be made based upon the unit price per signal indicated on the Bid Proposal Page. The contractor shall be required to provide a unit price per signal to maintain each signal per quarter. **Payment shall be made at the end of each quarter after service log is provided to the Police Department. Early payment discounts are encouraged.**

12. Condition of Equipment:

The City of Middletown Police Department will assure the contractor that all identified systems are in proper working order prior to the initiation of the contract. Any necessary repairs to affect a mutually satisfactorily working condition performed by the contractor outside of the scope of this contract shall be made and compensated for upon approval of the Chief of the Middletown Police Department or his/her designee with compensation to be made at the hourly rate specified in these bid documents.

13. Acts of Nature:

Any required repairs, as a result of acts of an unusual nature, will be considered as additional to the normal routine and compensated for as an additional expense. Compensation for these repairs shall be made on an hourly rate basis at the rates shown of the proposal form.

14. Bidder Qualifications:

All prospective must possess the minimum of two (2) years past experience in the maintenance of traffic light systems. The bidder shall submit with his/her bid a completed notarized statement of their qualifications on the form furnished for that purpose incorporated in these specifications. Vendors must provide a detailed listing of all employees who will be working on these systems and copies of their electrical licenses must be included in the bid response packet.

*****All bidders must possess the documented ability to operate and maintain Peek 3000 TS1/TS2 controllers and Peek M3000 Series On-Street Masters operating on Peek CLMATS system. Please list references, including contact name and phone #, and experience history. If in the event the qualified low bidder does not currently meet the above criteria, the City of Middletown will allow 3 months from date of award to obtain the necessary certification to comply with the requested terms and conditions. Should the awarded vendor fail to meet this requirement within the allowed 3 months, they will be disqualified and the contract will then be awarded to the next lowest bidder that already holds all required certifications.**

15. Materials and Workmanship -

A. All workmanship, equipment, materials, and articles to be provided under this contract shall be new and of current production and shall be the best grade or quality of the respective kinds for the use intended. The owner shall decide whether such workmanship, equipment, material, and articles to be incorporated in the work are new and the best grade of the respective kinds for the intended purpose.

B. The contractor shall furnish the City of Middletown for approval the manufacturer's detailed specifications for all equipment and materials to be furnished under this contract, upon request.

C. Materials specified by reference to the number or symbol of a specified standard, such as an A.S.T.M.

Standard, a Federal Specification, or other similar standard, shall comply with the requirements of the latest revision thereof. The standard referred to shall have full force and effect as though printed herein.

D. Prior to the start of the work, the contractor shall notify the owner, in writing, of his anticipated sources of all materials proposed to be incorporated into the work. The contractor shall further notify the owner, in writing, of any changes in the source or anticipated source of materials.

E. It is understood that the contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services of facilities of any nature whatsoever necessary to execute and complete the work set forth in the contract document.

16. Application for Payments -

A. At least once per quarter, the contractor shall submit to the City an application for payment, including such data as may be required. Materials stored in inventory for future installation shall not be included in such payment application.

B. The contractor warrants and guarantees the title to all work, materials, and equipment included and covered by the application for payment, free and clear of all liens, claims, security interest and encumbrances. Payment shall be made to the bidder in accordance with item #18 of The Information for Bidders.

17. Site Inspection:

The bidder shall be required to inspect all traffic signal locations to be serviced pursuant to this contract to verify model numbers and existing conditions prior to their submission of a bid. **Failure to complete this inspection shall not relieve the contractor of this responsibility**, nor entitle the contractor to any additional compensation or consideration with respect to this contract or for any error or omission that is made in their inspection.

18. Parts/Replacement Parts:

The quoted price per month for annual maintenance shall be inclusive of all replacement parts, materials, assemblies, equipment, and labor required to maintain the equipment in good working order throughout the contract term with the exception of **major components (any part over \$250 in cost)** which shall be compensated at the contractor's cost plus mark up as quoted herein.

The contractor shall provide the percentage mark up over their cost which will be accorded to the City on all parts purchased outside of the scope of this contract on a time and material basis. The City shall reserve the right to demand of the contractor that the contractor supply current price sheets and/or catalogs as required to audit material costs charged.

19. Additional Work:

Any additional work required outside the scope of this contract which shall be defined as any repair required over and above **specified maintenance** as defined herein shall be authorized in writing by receipt of a pre-approved purchase order after an itemized proposal has been provided to the City of Middletown. The **itemized proposal** shall list all major components, parts and accessories required to complete the repair and the total number of hours required to complete the task per individual and at the appropriate hourly schedule

as identified in the bid proposal.

Whenever possible, the contractor will allow the City to use State of Connecticut contracts or other cooperative contracts available for the purchase of major components and accessories to afford the city the lowest cost for the replacement units. In the event additional work is required, the contractor shall be compensated on a time and material basis at the hourly rates quoted in this bid. The contractor shall include hourly rates in the space provided on the bid proposal page as follows:

- A. Hourly Rates - Normal Working Hours - Any repairs required between the hours of 8:30 A.M. and 4:30 P.M.
- B. Hourly Rates - After Hours - After normal working hours to include evenings, holiday periods and on weekends.
- C. Hourly Rate for Aerial Lift Truck -
- D. Replacement Parts –Percentage mark up over the contractors cost for all replacement parts.

20. Protection of Public and of Work and Project:

- A. The contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City from injury or loss arising in connection with the contract.
- B. The contractor shall make good any damage, injury, or loss of his work and to the property of the City resulting from lack of reasonable protective precautions, except such as may be due to errors in the contract documents, or caused by agents or employees of the City.
- C. The contractor will protect adjacent private and public property as provided by law and the contract documents.

21. Clean Up:

- A. The contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Chief of Police or his/her designee.
- B. Upon completion, and before acceptance and final payment, the contractor shall remove from the site all equipment, forms, surplus material, rubbish, and miscellaneous debris and leave the site in a neat and presentable condition.

BID 2014-033
SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT

TRAFFIC AND PEDESTRIAN SIGNAL INVENTORY

The following traffic and pedestrian signals location list shall be utilized as the basis of the equipment to be covered pursuant to this contract:

<u>Location</u>	<u>TRAFFIC CTL BOX MFG</u>
1. Main Street and Grand Street	PEEK
2. Main Street and Liberty Street	PEEK
3. Main Street and Washington Street	PEEK
4. Main Street and Court Street	PEEK
5. Main Street and College Street	PEEK
6. Main Street and William Street	PEEK
7. Main Street and Union Street	PEEK
8. Main Street and Holy Trinity Church Crosswalk	PEEK
9. Union Street and DeKoven Drive	PEEK
10. Dingwall Drive and DeKoven Drive	PEEK
11. East Main Street and Silver Street	NEMA
12. East Main Street and Stop and Shop	TCT**
13. East Main Street and Hillside Avenue	TRANSTL 1880EL
14. East Main Street and Saybrook Road	TCT**
15. East Main Street and Russell Street	TRANSTL 1880EL
16. Saybrook Road and Mill Street	TCT**
17. Saybrook Road at Marshall's	TRANSTL 1880EL
18. Saybrook Road and Randolph Road	NEMA

19.	Saybrook Road and Tryon Street	NEMA
20.	Randolph Road (Rte. 155) and Lee Street	MICRO CAB MC 682
21.	Broad Street and South Main Street	PEEK
22.	Broad Street and William Street	PEEK
23.	Broad Street and Church Street	PEEK
24.	High Street and Church Street	PEEK
25.	High Street and College Street	PEEK
26.	High Street and Court Street	PEEK
27.	High Street and William Street	PEEK
28.	Westfield Street and Camp Street	SERIES 314 CONTROLLER
29.	Westfield Street and Old Mill Road	NEMA
30.	Westfield Street (Two (2) Flashing School Lights)	
31.	Westfield Street by Ridgewood Road (Flashing Sign)	
32.	Middle Street and Smith Street	UNKNOWN
33.	Middle Street and Bradley Street	NEMA
34.	Industrial Park Road and Aetna Drive	CROUSE-HINDS
35.	Country Club Road (Flasher)	
36.	Main Street Extension and Crescent Street	PEEK
37.	Cross Street and Vine Street	TCT**
38.	Silver Street and Eastern Drive	Flasher Unit (Peek)

**TCT- Traffic Control Technology

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the **City of Middletown** hereinafter called the

"Owner", in the penal sum of \$ _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **BID # #2014-033 SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND**

PEDESTRIAN SIGNALS-POLICE DEPARTMENT

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2014, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the

parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest: By: _____
Corporate Principal

Business Address

By: _____ Affix Corporate Seal

Attest: _____
Corporate Surety

Business Address

By _____ Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as

Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **BID #2014-033 SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS-POLICE DEPARTMENT** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City

having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this ____ day of _____, 2014

In the presence of:

_____	_____ (SEAL)
	Principal
_____	By _____
	_____ (SEAL)
_____	BY _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called "Principal", and _____ as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called the City, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ dollars (\$) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with the City for **BID #2014-033 SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS—POLICE DEPARTMENT** made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall pay for all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work, and used therein, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41 to 49-43 of the Connecticut General Statutes, as amended, and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they copied at length herein.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In Witness whereof, the above bounded parties have executed this instrument and set their respective seals
on the date listed above.

Signed and sealed this____ day of_____,2014,

In the presence of:

Principal

By_____

Surety

By_____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **BID #2014-033 SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNAL—**
POLICE DEPARTMENT if _____'s bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2014.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY
AUTHORIZED AGENT

Its _____, Duly Authorized

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT**

CHECK LIST

.....

**BID #2014-033
SERVICE CONTRACT FOR MAINTENANCE OF
TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT**

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted.**

FORM DESCRIPTION

Bidder please enclose the following forms with your bid:

- _____ 1. BID PROPOSAL PAGES: pages 31 through 34
- _____ 2. NON-COLLUSIVE STATEMENT: page 39
(Notarized Original)
- _____ 3. DOCUMENTATION INDICATING ABILITY TO OPERATE AND MAINTAIN PEEK 3000 CONTROLLERS AND TS1/TS2, PEEK M3000 SERIES ON-STREET MASTERS OPERATING ON PEEK CLMATS SYSTEMS (IF VENDOR CURRENTLY HOLDS CERTIFICATION)
(Notarized Original)
- _____ 4. BID BOND (**10%**)
- _____ 5. CERTIFICATE OF SURETY
- _____ 8. LOCAL BIDDER AFFIDAVIT (Middletown based businesses only)
- _____ 9. BIDDERS REFERENCE SHEET, EMPLOYEE LIST AND SUPPLIER'S LIST

BID PROPOSAL PAGE

BID 2014-033

**SERVICE CONTRACT FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT**

Issue Date: 12/03/2014 Reply Date: Wednesday, December 17, 2014 at 11:00 am

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, General Specifications, Technical Specifications/Scope of Work, Conditions of Service Agreement and related contract documents and propose and agree to contract with the City of Middletown to provide the services as described here-in for a contract term of three (3) years to commence on January 1, 2015 and terminating December 31, 2017 as follows:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED		
_____	_____	COMPANY
NAME	SIGNATURE AND TITLE	

The bid is made with the understanding that it cannot be withdrawn for ninety (90) days after the date set for opening of the bids.

Bid Bond or Check is attached to this bid in the amount of:

_____ (\$ _____)

Written figures

Bid Security from: _____

(Insert Bonding Company/Bank name and address on the line provided.)

*****All bidders must possess the documented ability to operate and maintain Peek 3000 TS1/TS2 controllers and Peek M3000 Series On-Street Masters operating on Peek CLMATS system. Please list references, including contact name and phone #, and experience history. If in the event the qualified low bidder does not currently meet the above criteria, the City of Middletown will allow 3 months from date of award to obtain the necessary certification to comply with the requested terms and conditions. Should the awarded vendor fail to meet this requirement within the allowed 3 months, they will be disqualified and the contract will then be awarded to the next lowest bidder that already holds all required certifications.**

BASE BID REGULAR MAINTENANCE CONTRACT			
ITEM M #	QTY	ITEM DESCRIPTION	EXTENSION IN FIGURES
1.	4	CONTRACT YEAR ONE (JANUARY, 2015-DECEMBER, 2015) MAINTAIN 38 TRAFFIC AND PEDESTRIAN SIGNALS UNIT PRICE PER QUARTER. _____ (\$ _____) Written Figures	\$ _____
2.	4	CONTRACT YEAR TWO (JANUARY, 2016-DECEMBER, 2016) MAINTAIN 38 TRAFFIC AND PEDESTRIAN SIGNALS UNIT PRICE PER QUARTER. _____ (\$ _____) Written Figures	\$ _____
3.	4	CONTRACT YEAR THREE (JANUARY, 2017-DECEMBER, 2017) MAINTAIN 38 TRAFFIC AND PEDESTRIAN SIGNALS UNIT PRICE PER QUARTER. _____ (\$ _____) Written Figures	\$ _____
HOURLY RATES (estimated hours)			
4.	20 Hours	REGULAR REPAIR SERVICE HOURLY SERVICE RATES TO INCLUDE ONE (1) LABORER AS REQUIRED BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M.: _____ (\$ _____) Written Figures	\$ _____
5.	10 Hours	EMERGENCY REPAIR SERVICE: HOURLY SERVICE RATES FOR REPAIRS DURING EVENINGS, WEEKENDS, AND HOLIDAY PERIODS TO INCLUDE ONE (1) LABORER: _____ (\$ _____) Written Figures	\$ _____
6.	10 Hours	AERIAL LIFT TRUCK: HOURLY SERVICE RATE FOR AERIAL LIFT TRUCK WITH OPERATOR: _____ (\$ _____) Written Figures	\$ _____

We, the undersigned, have examined the proposed work to be undertaken and have read all attached or referenced documents; and propose and agree that we will contract with the City of Middletown (herein called the owner) to provide all necessary labor, machinery, tools, apparatus, equipment and fuel to do all the work and furnish all materials called for or shown on the specifications, and other documents in the manner prescribed and according to the requirements of the owner, as therein set forth, and that we will take in full payment therefore, the following sums, to wit:

TOTAL BID ITEMS 1-6 INCLUSIVE SHALL BE:

_____ (\$ _____)

Written Figures

ADDITIONAL UNIT PRICES

(To be utilized for the addition of new traffic and pedestrian signals and/or deletion of existing signals as required throughout the term of this agreement)

7.	1	Maintain: 4-way intersection traffic signals and pedestrian signals Unit price per quarter	\$ _____
8.	1	Maintain: 4-way intersection traffic signals Unit price per quarter	\$ _____
9.	1	Maintain: T-type intersection traffic signal and pedestrian signals Unit price per quarter	\$ _____
10.	1	Maintain: T-type intersection traffic signal Unit price per quarter	\$ _____
11.	1	Maintain: Flasher traffic signal Unit price per quarter	\$ _____
12.	1	REPLACEMENT PARTS: PERCENTAGE MARK UP OVER COST	_____ %

We acknowledge receipt of the following addendum, if applicable:

Addendum # 1 Date _____

Addendum # 2 Date _____

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year. _____ or _____

YES NO

Please State Payment Terms: _____% Net _____ Days.

Please state response time for normal repairs in hours from notification:_____
Twenty-four (24) Hour
Requirement

Please state response time for emergency repairs in minutes from notification:_____
Forty-Five (45) Minute
Requirement

Provide Emergency Phone Numbers and Contact Person:

Contact Name

Emergency Number

Fax #

Email Address

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
Bidder's Reference Sheet**

**BID #2014-033
MAINTENANCE OF TRAFFIC AND PEDESTRIAN SIGNALS
POLICE DEPARTMENT**

Name of Bidder: _____

Address: _____

REFERENCE #1

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

REFERENCE #2

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

REFERENCE #3

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

Employees Qualified to Perform Work On This Contract			
NAME	ADDRESS	HIRE DATE	Type of License, # and Expiration Date (Attach copy for each employee)

SUPPLIER LIST**NAME****ADDRESS****TELEPHONE NUMBER**

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 39)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

**CITY OF MIDDLETOWN, CONNECTICUT
WORKER'S COMPENSATION ACT
CONFORMANCE FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

_____ do hereby certify that the
_____ and all of its subcontractors
Company Name

conform to all requirements of the State of Connecticut General Statutes Section 31-286a, as amended,
concerning worker's compensation insurance requirements for contractors on public works projects.

signed

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

EXHIBIT A - INSURANCE REQUIREMENTS

Bid #2014-033 Maintenance of Traffic and Pedestrian Signals

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**October 21, 2014
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2014-033- Maintenance of Traffic & Pedestrian Signals

Return Date: Wednesday, December 17, 2014 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

